



AGENCY Agreement

WHEREAS, the State of Alabama has entered into a contractual agreement (hereinafter “Contract for Digital Government Services”) in accordance with the Alabama competitive bidding law with Alabama Interactive, Inc., a for profit Alabama corporation, for the provision of electronic access and electronic transaction e-government services for state government agencies; and,

WHEREAS, Section 9 of the Contract for Digital Government Services provides that Alabama Interactive shall facilitate the provision of electronic access and electronic transmission services to state government agencies in accordance with the Contract for Digital Government Services through AGENCY Agreements; and,

WHEREAS, **AGENCY NAME** (hereinafter “AGENCY”) desires to utilize the services of Alabama Interactive (hereinafter “AI”) provided under the Contract for Digital Government Services; now,

THEREFORE, AI and AGENCY enter into this AGENCY Agreement subject to the following:

- 1) **Scope of Work.** The specific services AI shall provide to the AGENCY are set forth in the attachments to this Agency Agreement. These services may be amended from time-to-time by written agreement of the parties so long as the Scope of Work does not exceed the services AI is authorized to provide under the Contract for Digital Government Services.
- 2) **Term of Agreement.**
 - a) The terms and conditions of the Contract for Digital Government Services are incorporated herein by reference. In the event of a conflict between the Contract for Digital Government Services and this Agency Agreement, the Contract for Digital Government Services shall prevail unless this Agency Agreement expressly waives the conflicting provision of the Contract for Digital Government Services.
 - b) This Agreement shall remain in full force and effect for a period to run co-terminus with the Contract for Digital Government Services.
 - c) After the original term, this Agreement may be renewed, or amended and renewed, by mutual agreement of the parties, provided the Contract for Digital Government Services has also been renewed, also to run co-terminus with the Contract for Digital Government Services.
- 3) **Compensation for Services.** Agency agrees to compensate AI for the services provided hereunder in accordance with the Fee Schedule attached to this Agreement in accordance with the Contract for Digital Government Services.

The AGENCY and AI agree to the following terms and conditions:

In consideration for AGENCY endorsing, promoting and assisting in the creation of e-government services, AI agrees to the following:

1. AI will take reasonable measures to promote the availability of AGENCY information services available through the AGENCY's portal and the State's e-government services portal.
2. AI will develop and manage AGENCY information services and provide technical support to individuals accessing AGENCY information services.
3. AI will provide appropriate access and/or training for easy updating of AGENCY's on-line services by AGENCY staff.
4. AI will install on its systems a reasonable number of AGENCY's requested information services or databases specifically for use by individuals accessing AI's information services.

In consideration of the above, AGENCY will provide the following:

1. AGENCY shall provide and regularly update all data and information, in an electronic format, for AGENCY's information services maintained by AI.
2. AGENCY shall take reasonable measures to promote the availability of AGENCY's information services.
3. AGENCY shall restrict any access to information gathered from AI for appropriate and reasonable AGENCY use only.
4. AGENCY shall permit AI to link appropriate AI databases and Web sites from AGENCY's pages.

This agreement shall commence on _____ and may be canceled at any time after sixty (60) days notice by an instrument in writing, signed by a duly authorized representative of either AGENCY or AI.

IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement the day and year first above written, on the separate signature page attached hereto:

Done this _____ day of _____, _____.

AGENCY NAME

Alabama Interactive, Inc.

By: _____
Agency Head

By: _____
General Manager

Department of Finance
Information Services Division

By: _____
Chief Information Officer